



Agenda Item 2017-001

5000 Diamondhead Circle • Diamondhead, MS 39525-3260
Phone: 228.222.4626 Fax: 228.222.4390
www.diamondhead.ms.gov

September 29, 2016

Mayor and Council
City of Diamondhead
5000 Diamondhead Circle
Diamondhead, MS 39525

Re: FY17 Agreement S.P.C.A of Diamondhead, Inc.

Dear Councilmembers:

For your consideration and approval is the annual Agreement with S.P.C.A. of Diamondhead, Inc. With your approval the contract will be for the period 10/1/2016 through 9/30/17 in the monthly amount of \$800.00 with the terms and conditions remaining the same as prior years. The funds for the agreement are appropriated in the FY17 Budget.

If you find this Agreement acceptable, please proceed with approval.

Thank you in advance for your favorable consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "Clovis Reed". The signature is written in a cursive style with a large, looping "C" and "R".

Clovis Reed
City Manager

CR:jk

**AGREEMENT FOR SERVICES BETWEEN CITY OF DIAMONDHEAD, MISSISSIPPI AND
S.P.C.A. OF DIAMONDHEAD, INC.**

AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____ 2016, by and between the City of Diamondhead, Mississippi (hereinafter referred to as "City"), and the Diamondhead Society for the Prevention of Cruelty to Animals (hereinafter referred to as "SPCA"), who agree and contract as follows:

WITNESSETH THAT:

WHEREAS, the City desires to engage the SPCA to render certain services pursuant to Miss. Code Ann. Sec. 21-19-9 for a monthly retainer fee of \$800.00 Dollars (\$) to provide the services outlined in the Scope of Services in Exhibit "A";

WHEREAS, the SPCA will provide monthly reporting with monthly invoice to document work that was performed during the month; and

WHEREAS, the City of Diamondhead and the Consultant acknowledge that this contract is effective for a one year period from the date of execution with one (1) one year automatic renewal, if both parties are in agreement.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. Engagement of SPCA. The City hereby agrees to engage the SPCA, and the SPCA hereby agrees to perform services set forth in the Scope of Services.

It is expressly agreed and understood by both parties that SPCA, including its officers, directors, employees and/or volunteers, shall at all times be acting as an independent contractor and not as an employee of the City.

2. Scope of Services. The SPCA agrees to satisfactorily render and provide services hereinafter set forth in Exhibit "A", Scope of Services.

3. Period of Performance. The services provided under this Agreement by the Consultant shall continue for one (1) year from the date signed and will renew automatically for one (1) one year term or as long as is mutually agreeable to the parties hereto. The terms of the Agreement, specifically the "Scope of Services" and "Compensation" to the SPCA can, however, be reviewed annually and modified as is mutually agreeable to the two parties.

4. Termination for Convenience. Either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof. Such written notice shall be furnished at least thirty (30) days before the effective date of termination. In that event, all finished or unfinished

documents and materials shall become the property of the City. In the event of termination for convenience by SPCA, all payments, after the date of termination, shall be forfeited to the City, and any obligation by the City to the SPCA shall be terminated. In the event of termination for convenience by City, all payments should be made to the SPCA for all work completed to date of termination and all finished work product will become property of the City.

5. Compensation Due to SPCA. The City agrees to pay and the SPCA agrees to perform the services for a monthly sum of \$800.00 not to exceed \$9,600.00 in a calendar year for a retainer fee. The SPCA shall invoice the City for monthly retainer fee. The City or SPCA may, from time to time, request changes in terms of this Agreement. Such changes, including any increase or decrease in the amount of compensation due the SPCA, shall be mutually agreed upon by the parties hereto and shall be incorporated in written amendments to this Contract.

6. Successors and Assigns: The City and SPCA each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assigns, or such party, in respect to all covenants of this Agreement. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body, which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the City and the SPCA.

7. Miscellaneous Provisions. This Agreement shall be construed in accordance with the laws of the State of Mississippi. In case one or more of the provisions in the Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, non-enforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. Any amendments to this Agreement shall not be effective unless consented to, in writing, by both parties. The SPCA will not voluntarily or by operation of law assign or otherwise transfer its obligations under this Contract without the prior written consent of the City.

8. Notice. All notices, demands or other communications required or permitted by the terms of this Contract, will be given in writing and delivered to the Parties of this Contract as follows:

- a. The City of Diamondhead
Attn: City Manager, Clovis Reed
5000 Diamondhead Circle
Diamondhead, MS 39525
- b. SPCA of Diamondhead, Inc.
Attn: Karen Flores, President
P.O. Box 6481
Diamondhead, MS 39525

IN WITNESS WHEREOF, the City of Diamondhead and the SPCA of Diamondhead, Inc. have executed this Agreement this the ____ day of _____ 2016.

SPCA of Diamondhead, Inc.

By: _____
Karen Flores, President

ATTEST:

The City of Diamondhead
5000 Diamondhead Circle
Diamondhead, MS 39525

By: _____
Clovis Reed, City Manager

ATTEST:

City Clerk

EXHIBIT "A"

SCOPE OF SERVICES

The SPCA shall, perform, and carry out in a satisfactory and proper manner such work as the City determines is necessary to accomplish the activities identified by the City for the SPCA to undertake. Specific job tasks that the SPCA shall assist the City in performing include, but are not necessarily limited to, the following:

FOR MONTHLY RETAINER FEE

- A. Meet with City Management to establish procedures and provide updates.
- B. Provide services that would normally be provided by the city arising under Miss. Code Ann. Sec. 21-19-9 including, but not limited to:
 - 1. Assist in the prevention of the running at large of dogs and cats within the Diamondhead community, excluding viscous animals and those animals involved in biting incidents;
 - 2. Cause such as may be running at large to be offered temporary shelter and reunited with owners or transported to the Hancock County Animal Shelter in the case of unclaimed and/or unadoptable animals, said animals limited to dogs and cats;
 - 3. Provide for the use of private homes, within the City, for the keeping of animals; and,
 - 4. To appoint and confirm keepers of animals and establish and advocate rules governing the keeping of animals.
- C. To co-ordinate with local law enforcement and animal control to facilitate all of the above services and attend meetings with Local, State and Federal Agencies, as necessary.
- D. To provide education and awareness in the City regarding the prevention of animal cruelty.



Agenda Item 2017-002

5000 Diamondhead Circle • Diamondhead, MS 39525-3260

Phone: 228.222.4626 Fax: 228.222.4390

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September 29, 2016

Mayor and Council
City of Diamondhead
5000 Diamondhead Circle
Diamondhead, MS 39525

Re: FY17 Hancock County Animal Shelter Contribution.

Dear Councilmembers:

For your consideration and approval is a recommendation for monthly contributions in the amount of \$1,000.00 to support the Hancock County Animal Shelter. Based on Council recommendation the budget was approved to continue the monthly support for FY17.

If you are in agreement to continue the annual support in the amount of \$12,000.00, please proceed with approval.

Thank you in advance for your favorable consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "Clovis Reed", is written over the word "Sincerely,".

Clovis Reed
City Manager

CR:jk

Agenda Item 2017-003



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September 29, 2016

Mayor and Council
City of Diamondhead
5000 Diamondhead Circle
Diamondhead, MS 39525

Re: CASA Monthly Support

Dear Councilmembers:

For your consideration and approval is a recommendation for monthly contributions in the amount of \$250.00 to support CASA efforts as provided for in MS Code §21-19-46. Based on Council recommendation the budget was approved to include an increase from \$100.00 per month to \$250.00 per for FY17.

Your approval for the FY17 monthly contribution in the amount of \$250.00 will enable CASA to increase volunteer training efforts and services provided to our youth.

Sincerely,

A handwritten signature in black ink, appearing to read 'Clovis Reed', is written over the word 'Sincerely,'.

Clovis Reed
City Manager

CR:jk

Agenda Item 2017-004



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September 29, 2016

Mayor and Council
City of Diamondhead
5000 Diamondhead Circle
Diamondhead, MS 39525

Dear Councilmembers:

Re: FY17 Budget- Additional Personnel for Police Department

The FY17 Budget includes funds of \$51,833 for an additional police officer. Due to the increased number of calls for service and the added administrative responsibilities, the Sheriff, Captain Luther and I believe it is in the best interest of the City to employ an experienced police supervisor for this position.

Approval is hereby requested to accept the assignment from the Hancock County Sheriff's Office for the placement of a Lieutenant in lieu of the officer in the FY17 Budget. The cost associated with the Lieutenant's position would increase the budget to 54,503.97 or an increase of 2,670.97. This will not result in a request to amend the budget.

Thank you for favorable consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "Clovis Reed". The signature is written in a cursive, flowing style.

Clovis Reed
City Manager

CR:jk

Agenda Item 2017-005



5000 Diamondhead Circle • Diamondhead, MS 39525-3260

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September 29, 2016

Mayor and Council
City of Diamondhead
5000 Diamondhead Circle
Diamondhead, MS 39525

Dear Councilmembers:

Re: Purchase International 7500 SBA Dump Truck and dump body

Contingent upon successful acquisition of lease purchase financing, it is my recommendation to purchase one (1) International 7500 SBA Dump Truck from Tri-State Truck Center, Inc. in the amount of \$83,100 (State Contract #8200023290). I further recommend to accept the low quote received from Warren, Inc. in the amount of \$10,500 for the dump body. The total purchase for the truck and dump body is \$93,600.

Sincerely,

A handwritten signature in black ink, appearing to read 'C. Reed', is written over the printed name and title.

Clovis Reed
City Manager

CR:jk

Agenda Item 2017-007



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September 29, 2016

Mayor and Council
City of Diamondhead
5000 Diamondhead Circle
Diamondhead, MS 39525

Dear Councilmembers:

Re: Annual Contribution to the American Red Cross

Mississippi Code §21-19-57 provides for a donation to the American Red Cross an amount not to exceed \$100 per \$1 million dollars of assessed valuation. Like years past, \$500 was allocated in the FY17 for the American Red Cross.

If you are in agreement with budgeted contribution, your approval to process payment in the amount of \$500.00 is greatly appreciated.

Sincerely,

A handwritten signature in black ink, appearing to read "Clovis Reed". The signature is written in a cursive, flowing style. Below the signature, the name "Clovis Reed" and the title "City Manager" are printed in a standard, sans-serif font.

Clovis Reed
City Manager

CR:jk